(Multicurrency — Cross Border)

ISDA

International Swap Dealers Association, Inc.

**SCHEDULE**

**to the Master Agreement**

dated as of 10/12/2020

between **ABC Banking Pvt Ltd** and **EXOS Pvt Ltd**

Part 1. **Termination Provisions.**

1. ***“Specified Entity”*** means in relation to Party A for the purpose of: —

Section 5(a)(v), Not Applicable

Section 5(a)(vi), Not Applicable

Section 5(a)(vii), Not Applicable

Section 5(b)(iv), Not Applicable

and in relation to Party B for the purpose of:—

Section 5(a)(v), Not Applicable

Section 5(a)(vi), Applicable

Section 5(a)(vii), Not Applicable

Section 5(b)(iv), Not Applicable

1. ***“Specified Transaction”*** will have the meaning specified in Section 14 of this Agreement unless another meaning is specified here - Not Applicable
2. The ***“Cross Default”*** provisions of Section 5(a)(vi) will \* apply to Party A

will/will not \* apply to Party B

If such provisions apply:—

***“Specified Indebtedness”*** will have the meaning specified in Section 14 of this Agreement unless another meaning is specified here - Not Applicable

***“Threshold Amount”*** means ............................................................................................................................

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1. The ***“Credit Event Upon Merger”*** provisions of Section 5(b)(iv) will/will not \* apply to Party A

will \* apply to Party B

1. The ***“Automatic Early Termination”*** provision of Section 6(a) will/will not \* apply to Party A

will/will not \* apply to Party B

1. ***Payments on Early Termination***. For the purpose of Section 6(e) of this Agreement: —
   1. Market Quotation/Loss \* will apply.
   2. The First Method/The Second Method \* will apply.

(g) ***“Termination Currency”*** means ......................................................... , if such currency is specified and freely available, and otherwise United States Dollars.

(h) ***Additional Termination Event*** will/will not apply\*. The following shall constitute an Additional Termination Event: — .....................................................................................................................................

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For the purpose of the foregoing Termination Event, the Affected Party or Affected Parties shall be: — ...

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Part 2. **Tax Representations**.

1. ***Payer Representations***. For the purpose of Section 3(e) of this Agreement, Party A will/will not\* make the following representation and Party B will/will not\* make the following representation: —

It is not required by any applicable law, as modified by the practice of any relevant governmental revenue authority, of any Relevant Jurisdiction to make any deduction or withholding for or on account of any Tax from any payment (other than interest under Section 2(e), 6(d)(ii) or 6(e) of this Agreement) to be made by it to the other party under this Agreement. In making this representation, it may rely on (i) the accuracy of any representations made by the other party pursuant to Section 3(f) of this Agreement, (ii) the satisfaction of the agreement contained in Section 4(a)(i) or 4(a)(iii) of this Agreement and the accuracy and effectiveness of any document provided by the other party pursuant to Section 4(a)(i) or 4(a)(iii) of this Agreement and (iii) the satisfaction of the agreement of the other party contained in Section 4(d) of this Agreement, *provided* that it shall not be a breach of this representation where reliance is placed on clause (ii) and the other party does not deliver a form or document under Section 4(a)(iii) by reason of material prejudice to its legal or commercial position.

1. ***Payee Representations***. For the purpose of Section 3(f) of this Agreement, Party A and Party B make the representations specified below, if any:
   1. The following representation will/will not\* apply to Party A and will/will not apply to Party B: —

It is fully eligible for the benefits of the “Business Profits” or “Industrial and Commercial Profits” provision, as the case may be, the “Interest” provision or the “Other Income” provision (if any) of the Specified Treaty with respect to any payment described in such provisions and received or to be received

by it in connection with this Agreement and no such payment is attributable to a trade or business carried on by it through a permanent establishment in the Specified Jurisdiction.

If such representation applies, then: —

***“Specified Treaty”*** means with respect to Party A ..............................................................................................

***“Specified Jurisdiction”*** means with respect to Party A ......................................................................................

***“Specified Treaty”*** means with respect to Party B ..............................................................................................

***“Specified Jurisdiction”*** means with respect to Party B ......................................................................................

* 1. The following representation will/will not\* apply to Party A and will/will not\* apply to Party B: —

Each payment received or to be received by it in connection with this Agreement will be effectively connected with its conduct of a trade or business in the Specified Jurisdiction.

If such representation applies, then: —

***“Specified Jurisdiction”*** means with respect to Party A ......................................................................................

***“Specified Jurisdiction”*** means with respect to Party B ......................................................................................

* 1. The following representation will/will not\* apply to Party A and will/will not\* apply to Party B: —
     1. It is entering into each Transaction in the ordinary course of its trade as, and is, either (1) a recognised

U.K. bank or (2) a recognised U.K. swaps dealer (in either case (1) or (2), for purposes of the United Kingdom Inland Revenue extra statutory concession C17 on interest and currency swaps dated March 14, 1989), and (B) it will bring into account payments made and received in respect of each Transaction in computing its income for United Kingdom tax purposes.

(iv) Other Payee Representations: — ........................................................................................................

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N.B. The above representations may need modification if either party is a Multibranch Party.

Part 3. **Agreement to Deliver Documents**.

For the purpose of Sections 4(a)(i) and (ii) of this Agreement, each party agrees to deliver the following documents, as applicable: —

1. Tax forms, documents or certificates to be delivered are: —

|  |  |  |
| --- | --- | --- |
| **Party required to** | **Form/Document/** | **Date by which** |
| **deliver document** | **Certificate** | **to be delivered** |

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1. Other documents to be delivered are: —

**Party required to Form/Document/ Date by which Covered by deliver document Certificate to be delivered Section 3(d)**

**Representation**

…............................ ............................................................ ........................................... Yes/No\*

…............................. ............................................................ ........................................... Yes/No\*

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…............................. ............................................................ ........................................... Yes/No\*

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Part 4. **Miscellaneous.**

1. ***Addresses for Notices***. For the purpose of Section 12(a) of this Agreement: — Address for notices or communications to Party A: —

Address: ...................................................................................................................................................

Attention: ...................................................................................................................................................

Telex No.: ........................................................................ Answerback: ...............................................

Facsimile No.:.................................................................. Telephone No: ..............................................

Electronic Messaging System Details: ........................................................................................................

Address for notices or communications to Party B: —

Address: Cyberpark,kozhikode

Attention: ...................................................................................................................................................

Telex No.: ........................................................................ Answerback: ...............................................

Facsimile No ................................................ Telephone No.:………………………...........................

Electronic Messaging System Details: ............................................................................................................

1. ***Process Agent.*** For the purpose of Section 13(c) of this Agreement: —

Party A appoints as its Process Agent ............................................................................................................

Party B appoints as its Process Agent ............................................................................................................

1. ***Offices.*** The provisions of Section 10(a) will/will not\* apply to this Agreement.
2. ***Multibranch Party***. For the purpose of Section 10(c) of this Agreement: —

Party A is/is not\* a Multibranch Party and, if so, may act through the following Offices: —

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Party B is/is not\* a Multibranch Party and, if so, may act through the following Offices: —

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1. ***Calculation Agent***. The Calculation Agent is , unless otherwise

specified in a Confirmation in relation to the relevant Transaction.

1. ***Credit Support Document***. Details of any Credit Support Document: — …………………………………..

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1. ***Credit Support Provider***. Credit Support Provider means in relation to Party A, …………………………...

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Credit Support Provider means in relation to Party B, ……………………………………………………….

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1. ***Governing Law***. This Agreement will be governed by and construed in accordance with English law/the laws of the State of New York (without reference to choice of law doctrine) \*.
2. ***Netting of Payments***. Subparagraph (ii) of Section 2(c) of this Agreement will not apply to the following Transactions or groups of Transactions (in each case starting from the date of this

Agreement/in each case starting from ……………………………… \*) ………………………….……….

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1. ***“Affiliate”*** will have the meaning specified in Section 14 of this Agreement unless another meaning is specified here

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Part 5. **Other Provisions**.